

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

MORRISON CONSTRUCTION)
COMPANY, an Oklahoma)
corporation,)
)
Plaintiff,)
)
v.)
)
BLUROCK CONCRETE, LLC, a)
Kansas limited liability company,)
)
Defendant.)

Case No. 18-CV-56-TCK-FHM

OPINION AND ORDER

Before the Court is Plaintiff Morrison Construction Company's ("Plaintiff") Motion for Attorney Fees (Doc. 33), filed pursuant to Fed.R.Civ.P. 54(d)(2). Plaintiff seeks to recover its attorney's fees incurred prosecuting this matter against Defendant, Blurock Concrete, LLC ("Defendant").

On December 14, 2017, Plaintiff filed this action in the District Court for Tulsa County, Oklahoma. On January 25, 2018, Defendant removed this matter to federal court, and Defendant filed a Motion to Dismiss on February 1, 2018. (Doc. 10). On April 24, 2019, the Court entered an Order granting Defendant's counsel's motion to withdraw (Doc. 27). Because Defendant is not a natural person and cannot proceed pro se, the Court directed Defendant to cause counsel to file an entry of appearance within fifteen (15) days.

On June 27, 2019, the Court advised Plaintiff by Minute Order that it was permitted to file a motion for Clerk's Entry of Default pursuant to Fed.R.Civ.P. 55. (Doc. 28). Pursuant to the entry of the Clerk's Entry of Default (Doc. 30), on July 22, 2019, the Defendant was deemed to be in default. On August 19, 2019, Plaintiff filed a Motion for Default Judgment against Defendant

(Doc. 31). The Court subsequently granted Plaintiff's Motion for Default Judgment and awarded Plaintiff \$14,861.53 in damages with statutory post judgment interest accruing at the statutory rate and \$289.86 in costs (Doc. 32).

The Subcontract Agreement between Plaintiff and Defendant includes a clause stating that Defendant "shall be liable to [Plaintiff] for all costs Morrison incurs or becomes responsible for as a result of [Defendant's] failure to perform this Subcontract Agreement in accordance with its terms . . . Subcontractor's liability shall include, but not be limited to,. . . (7) attorney's fees and related costs." *See Subcontract Agreement*, at ¶ 5.2. Pursuant to the agreement of the parties and pursuant Okla. Stat. tit. 12, § 936, Plaintiff seeks the recovery of its legal fees spent on this case.

Plaintiff has submitted an affidavit and detailed time sheets which reflect counsel spent a total of 123.7 hours on this case and seek attorneys' fees in the amount of \$17,965.00. Accordingly, the Court grants Plaintiff's Motion for Attorney fees incurred in prosecuting this action against Defendant, BluRock Concrete, LLC in the sum of \$17,965.00.

IT IS SO ORDERED this 21st day of May, 2020.


TERENCE C. KERN
United States District Judge